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**BAZAR**  
TERMS OF SERVICE

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Welcome to Bazar, Inc.'s Terms of Service.

These Terms of Service (the “**Terms**”) govern the use of Bazar’s services, which include its website, software, and mobile app (collectively, the “**Services**”), and any information, data, text, images, videos, audio files, content, and other materials uploaded to or downloaded from, stored on, obtained via, or transmitted through the Services (collectively, the “**Content**”).

Please read these Terms carefully. By accessing or using the Services or by clicking to accept the Terms when that option is made available to you, you agree to be bound by these Terms. If you do not agree, do not access or use the Services.

**SECTION 1 – THE SERVICES**

Bazar offers an extensive online B2B marketplace where vendors (“**Vendors**”) offer overstocked goods directly to retailers (“**Retailers**”), and Retailers are able to purchase those goods directly from the Vendors. Importantly, as a marketplace only, Bazar is not a party to any of the underlying transactions and is not responsible for any of the goods sold through the marketplace.

**SECTION 2 – USER ACCOUNTS**

*A. General.*

You are solely responsible for your use of the Services and the Content, including all actions (whether or not authorized) taken by your account. You must use the Services and the Content in compliance with these Terms and all applicable laws, rules, and regulations.

*B. Account Creation.*

In order to access certain features of the Services (i.e., to become a Retailer or a Vendor), you must register an account and provide all information requested by Bazar during that process. Any information you provide must be complete and accurate, and you agree to update that information with Bazar if it changes. Further, you represent that you are the account holder for any email account or telephone number that you provide during that process. You agree to not let any other person or entity use your account. You are responsible for all actions taken by your account and for safeguarding your account credentials. Bazar encourages you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) and a password manager. Bazar is not liable for any loss or damage arising from your failure to do so. If you know of or reasonably suspect a breach of security related to your account, you agree to immediately notify Bazar and modify your login information.

*C. Account Termination*

You may cancel your Bazar membership at any time by contacting Bazar customer service as specified on the “Contact Us” page on the Bazar Site. Bazar may terminate your account and refuse any and all current or future use of the Bazar Site or other services, or any portion thereof, (1) in order to comply with applicable Law, (2) if you provide any information that Bazar determines, in its sole discretion, to be untrue, inaccurate, not current or incomplete (or if the information becomes untrue, inaccurate, not

current or incomplete), (3) if Bazar determines, in its sole discretion, that you are using your Bazar account in a manner not permitted by these Terms of Service, or (4) in other circumstances, as Bazar deems appropriate in its sole discretion.

*D. Account Types.*

Bazar offers two types of accounts: Vendor Accounts and Retailer Accounts.

**Vendor Accounts.** To sell goods through the Services as a Vendor, you must submit an application to, and be approved by, Bazar. Both the application process and Vendor Account are free. The application seeks basic information about you, your company, and your products. If approved as a Vendor, you will be required to submit additional information, including about your business, where to deposit funds from sales of your products, and applicable tax and related documentation (e.g., EIN, W-8). By creating a Vendor Account, you also agree to the Vendor Terms of Services, which are located [here](#).

**Retailer Accounts.** To purchase goods through the Services as a Retailer, you must establish a Retailer Account. Both the application process and Retailer Account are free. When you sign up as a Retailer, you will be required to submit basic information, such as your first and last name, store type (e.g., online, brick & mortar), email address, and other information about your business. Before you make your first purchase as a Retailer, you may be required to provide additional information, such as payment method information, reseller ID number, related documentation, and any other information as may be required by Bazar. By creating a Retailer Account, you also agree to the Retailer Terms of Services, which are located [here](#).

*D. Electronic Communications.*

By creating an account, you are expressly authorizing Bazar and its affiliates to communicate with you electronically via your provided contact information, including your email address and text messages to your mobile phone, as well as via push notifications. These communications may include notices about your accounts, advertisements, and information about Bazar, as further detailed in Bazar's Privacy Policy. Please note that, if you do not have a unlimited text messaging with your mobile phone, text message and data rates may apply to each text message you send or receive.

### SECTION 3 – PAYMENT

All online payments for the Services are processed by Stripe, a third-party payment processor. By using any payment feature of the Services, you agree to be bound by Stripe's Connected Account Agreement (available at <https://stripe.com/legal/connect-account>), in addition to these Terms.

Whenever you authorize Bazar (and Stripe) to charge your selected online payment method or whenever you purchase any goods via the Services, you are expressly authorizing Bazar (and Stripe) (1) to charge your provided payment method for the authorized amount, any applicable taxes, and any other fees that may accrue to your account that are associated with the goods purchased via your account and (2) to use and share your information related to your selected payment method (e.g., your credit card number) to and from third parties for that purpose. In addition, you hereby authorize Bazar (and Stripe) to credit your provided payment method. Bazar reserves the right to correct any errors in pricing, if appropriate.

### SECTION 4 – USER-PROVIDED CONTENT

*A. General.*

Throughout the Services, users may submit Content (e.g., product descriptions and reviews). All Content is

the sole responsibility of the person or entity that originated that Content. Bazar does not take responsibility for Content provided by users or third parties or independently verify, or warrant the accuracy or completeness, of such Content.

*B. Content Submission.*

By submitting Content, you represent that: (1) such Content is true, accurate, and not misleading; (2) such Content and its use of distribution via the Services, as allowed by these Terms (including by Bazar or the Retailers in their stores), does not infringe, misappropriate, or violate any laws, contractual restrictions, or other third-party rights, including copyright, trademark, privacy, personality, or other personal or proprietary right; (3) such Content does not contain viruses, adware, spyware, worms, or other malicious code or libelous, abusive, harassing, or obscene material; and (4) you have all the rights, power, and authority necessary to submit, use, and distribute the Content originating with you in connection with the Services and to grant the rights granted in the Terms regarding any such Content. You accept full liability for all Content submitted by you, on your behalf, or at your direction.

*C. Rights You Grant Bazar.*

While you retain your rights in any Content that you submit to the Services, you grant Bazar a worldwide, non-exclusive, transferrable, royalty-free, perpetual, irrevocable license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, distribute, transmit, and display that Content in any and all media or distribution methods (now known or later developed) for the following purposes: (1) to provide the Services; (2) to improve the Services; and (3) as otherwise expressly permitted by these Terms. Without limiting the foregoing, if you are a Vendor, you are expressly agreeing that Bazar may, at its option, grant a limited, revocable sublicense to Retailers to use your Content on their website for the purpose of promoting products purchased from you through the Services.

*D. Feedback.*

In the event you provide to Bazar an idea, suggestion, recommendation, or other feedback regarding the Services (collectively, the “**Feedback**”), you agree that Bazar has the right to use, disclose, reproduce, license, distribute, exploit, and incorporate into the Services such Feedback as it sees fit, without obligation (including any obligation to pay you) or restriction of any kind. By providing Feedback, you assign and license to Bazar all right, title, and interest in and to such Feedback, including any related intellectual property rights.

## **SECTION 5 – ALL CONTENT**

*A. Reliance on Content.*

Your use of, and reliance on, any Content, whether user-provided or not, is at your own risk. Bazar does not endorse, support, or guarantee that such Content is complete, truthful, or reliable. Bazar is not liable for any Content (including errors or omissions in the Content), nor any loss or damages resulting from the use of, or reliance on, that Content.

*B. Right to Remove Content.*

Bazar has the right, but not the obligation, to review, edit, refuse to post, delete, disable access to, or otherwise make unavailable any Content, including user-provided Content, without notice and for any reason.

## **SECTION 6 – BAZAR’S RIGHTS; YOUR LICENSE TO USE THE SERVICES**

A. *Bazar's Rights.*

All right, title, and interest in and to the Services, the Content (excluding user-supplied Content), and any intellectual property related thereto are Bazar's exclusive property. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries.

B. *Your License.*

Bazar hereby grants you a personal, limited, non-exclusive, non-transferrable, non-sublicenseable right and license to use the Services solely as contemplated by these Terms. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Bazar in the manner permitted by these Terms. You agree not to use the Services or related intellectual property for any other purpose.

C. *Additional Use and Conduct Restrictions.*

You are allowed to use the Services as long as you follow the basic rules described in these Terms. If Bazar suspects you have violated any of the rules below or elsewhere in these Terms, Bazar has the right to terminate your use of the Services and to take other actions it deems appropriate. You agree not to: (1) modify, copy, or create derivative works based on the Services; (2) license, sell, resell, lease, distribute, or otherwise commercially exploit as a standalone product, or make available to any third party, the Services or any component of the Services; (3) reverse engineer, decompile, or otherwise derive the source code and other intellectual property underlying the Services or attempt to do any of the foregoing (except to the extent applicable law prohibits restrictions on reverse engineering); (4) distribute via, or store on, the Services unlawful, offensive, or tortious material; (5) use the Services or the Content, or cause the Services or the Content, to infringe upon or violate any third-party intellectual property, proprietary, privacy, or other right; (6) attempt to gain unauthorized access to the Services, the Content, or the related systems or networks; (7) access or search, or attempt to access or search, the Services or the Content by any means (automated or otherwise) other than through currently available, published interfaces; (8) probe, scan, or test the vulnerability of any system or network related to the Services or breach or circumvent Bazar's security measures; (9) interfere with or disrupt the integrity or performance of the Services, the data contained therein, or the servers or networks connected to the Services; (10) send via, upload to, or store on the Services any viruses, worms, time bombs, trojan horses, or other harmful or malicious code, files, scripts, agents, or programs; (11) use the Services or the Content to spam, phish, pharm, pretext, spider, crawl, or scrape; (12) alter, remove, or suppress any copyright, trademark, or other proprietary notice displayed by the Services; (13) access the Services in order to build a competitive product or service or copy any features, functions, or other component of the Services; (14) use the Services to harass, defame, slander, or intimidate; (15) use the Services or the Content for any illegal or unauthorized purpose; and (16) engage in any act that Bazar deems to be in conflict with the spirit or intent of the Services or these Terms.

## SECTION 7 – INTELLECTUAL PROPERTY

A. *Trademarks.*

The trademarks, service marks, logos, and other distinctive brand features used as part of or displayed through the Services (the "**Trademarks**") are registered or unregistered trademarks of Bazar or third parties. You may not use any of these Trademarks without the prior written approval from the trademark owner. Nothing related to the Services grants you, expressly or implicitly, any right or license to use any of these Trademarks or may be construed to mean Bazar has the authority to grant any right or license on behalf of any third-party trademark owner.

B. *Copyright.*

Much of the Content throughout the Services is protected by copyright laws and may be covered by other restrictions as well. Such Content is proprietary to Bazar or used consistent with the owner's permission or applicable law or regulation. Bazar retains all rights it may hold, including copyright, in its Content. Copyrights and other proprietary rights in the Content may also subsist in individuals and entities other than, or in addition to, Bazar. Bazar prohibits the copying of any such protected Content, except as expressly permitted by these Terms.

*C. Reservation of Rights.*

All rights not expressly granted by Bazar herein are specifically reserved. Subject to Section 6(B), nothing in the Services or these Terms grants you, expressly or implicitly, any right or license to use any content or property of any third party or may be construed to mean that Bazar has the authority to grant any right or license on behalf of any third party.

*D. Copyright Policy.*

Bazar reserves the right to remove Content alleged to be infringing without prior notice, at its discretion, and without liability to you. Bazar will respond to notices of alleged copyright infringement that comply with applicable law and that are properly provided to it. Bazar's designated copyright agent for notice of alleged copyright infringement is:

Copyright Agent  
Bazar Inc.  
2101 Bryant St.  
Unit 303  
San Francisco, CA 94110  
support@shopbazar.com

## **SECTION 8 – PRIVACY**

Any information you provide to Bazar is subject to Bazar's privacy policy. The privacy policy, which can be found [here](#), is incorporated into the Terms by reference. You understand that by using the Services you consent to the collection and use of your information as detailed in that policy.

## **SECTION 9 – TERMINATING THIS AGREEMENT**

These Terms apply until you or Bazar terminate this agreement. In the event you have created a user account and want to terminate this agreement, you must do so via the Services' cancellation feature or by sending an email to support@shopbazar.com that clearly states you would like to deactivate your account. In the event you have not created a user account, you may end this agreement simply by no longer accessing the Services. Bazar may cease providing you with all or part of the Services and terminate this agreement at any time for any reason. Notwithstanding any termination, you must still pay for all goods ordered via your account. This section does not affect Bazar's rights to change, limit, or stop providing the Services without prior notice. When this agreement terminates, all of the Terms terminate, except that the following sections will continue to apply: 4 (User Content), 5 (All Content), 6A (Bazar's Rights), 7 (Intellectual Property), 8 (Privacy), 10 (Disclaimers and Limitations of Liability), and 11 (Miscellaneous).

[In the event Faire terminates these Brand Terms for your breach, you will remain liable for all amounts due hereunder. You may terminate your relationship with Faire at any time by [contacting us](#) or as otherwise indicated in your Brand Account portal. Faire will take down your Shop Page as soon as practicable, and will close your Brand Account once there has been an accounting of all monies due and owing.]

## SECTION 10 – DISCLAIMERS AND LIMITATIONS OF LIABILITY

Please read this section carefully since it limits the liability of Bazar and its parents, subsidiaries, affiliates, related companies, managers, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “**Bazar Entities**”). Each of the subsections below applies only up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result, the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have that may not be lawfully limited.

### A. *Disclaimers.*

Your use of the Services and the Content is at your own risk. Except as expressly set forth in these Terms, the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis, and to the maximum extent permitted under applicable law, THE BAZAR ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COPYRIGHT OWNERSHIP, AND NONINFRINGEMENT.

Subject to applicable law, the Bazar Entities make no warranty and disclaim all responsibility and liability for: (1) the completeness, accuracy, availability, timeliness, security, or reliability of the Services or the Content, whether user-supplied or not; (2) the quality of any products, services, or Content purchased or obtained through the Services; (3) the deletion of, or the failure to store or to transmit, Content and other communications maintained by the Bazar Entities; (4) the disclosure of any information or Content to a third party in connection with providing the Services; or (5) whether the Services will meet your requirements or be available on an uninterrupted, prompt, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Bazar Entities or through the Services will create any warranty not expressly made herein.

### B. *Limitation of Liability.*

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE BAZAR ENTITIES ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (1) THE SERVICES; (2) THE CONTENT; (3) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICES; OR (4) ANY ERRORS OR OMISSIONS IN THE SERVICES OR THE CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE BAZAR ENTITIES EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU PAID BAZAR, IF ANY.

THE LIMITATIONS OF THIS SUBSECTION APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE BAZAR ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

### C. *Indemnity.*

You hereby indemnify the Bazar Entities from any demand, damages, liability, expenses, and losses, including reasonable attorneys’ fees, relating to any third-party claim, suit, action, or proceeding related to or arising out of or alleged to be arising out of: (1) your use or misuse of the Services or any Content; (2) any Content provided or submitted by you, on your behalf, or at your direction; and (3) any breach or alleged breach by you of these Terms. Bazar reserves the right to assume the exclusive defense and

control of any matter subject to indemnification by you.

## **SECTION 11 – MISCELLANEOUS**

### *A. Evolving Services.*

The Services are always evolving and may change from time to time without notice. Bazar may stop (permanently or temporarily) providing the Services (or any feature) to you or to users generally and may not be able to provide you with notice. Further, Bazar may modify the Services at its discretion. New features will be subject to these Terms.

### *B. Changes to Terms.*

Bazar may revise these Terms from time to time. The most current version will always be located here. If the revision, in Bazar's discretion, is material, Bazar will notify you via email to the email address associated with your account or by posting notice to its website. In consideration for your access to the Services, you agree to check back here from time to time to determine if the Terms have been revised. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

### *C. User Requirements.*

In order to use the Services, you must be able to form a binding contract with Bazar. You must be 18 years of age or over to access or use the Services.

### *D. Company Representative.*

If you are accessing or using the Services on behalf of a company, you represent that you have authority to bind that company to this agreement, and in such case, "you" and "your" refer to that company throughout this agreement.

### *E. Waiver and Severability.*

Bazar's failure to enforce any right or provision in these Terms is not a waiver of that right or provision. Any waiver must be in writing and signed by an authorized Bazar representative. In the event that any provision of these Terms (in whole or in part) is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary and the remaining provisions of these Terms will remain in effect.

### *F. Assignment.*

You may not assign or transfer these Terms, by operation of law or otherwise, without Bazar's prior written consent. Bazar has the right to assign or transfer these Terms in its sole discretion without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

### *G. Export Control.*

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that no software in connection with the Services, nor any technical data related thereto, nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. You represent that: (1) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting"

country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

*H. Third-Party Resources.*

The Services may contain links, or otherwise incorporate, third-party websites and resources. The Bazar Entities are not responsible or liable for: (1) the availability or accuracy of such websites or resources; or (2) the content, products, or services on or available from such websites or resources. Links to, or the incorporation of, such websites or resources do not imply any endorsement by the Bazar Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

*I. Controlling Law and Arbitration.*

The Terms and any related actions are governed by Delaware law, without regard to or application of Delaware's conflict of law provisions or those of any other jurisdiction, including your state or country of residence. YOU AGREE THAT ANY CAUSE OF ACTION, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES OR THE CONTENT BETWEEN BAZAR AND YOURSELF OR AS TO THE CONSTRUCTION, INTERPRETATION, AND EFFECT OF THIS AGREEMENT MUST BE SUBMITTED EXCLUSIVELY TO ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH ITS APPLICABLE RULES, IN SAN FRANCISCO, CALIFORNIA. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. **You agree that you and Bazar are each waiving the right to a trial by jury and to participate in a class action or class arbitration.** The following is a list of exceptions to the foregoing dispute resolution requirements:

- (i) Either you or Bazar may assert claims, if they qualify, in small claims court in Northern California without first engaging in arbitration.
- (ii) Bazar may bring a lawsuit against you in any court of competent jurisdiction solely for injunctive relief to stop any unauthorized use or abuse of the Services without first engaging in arbitration.
- (iii) Bazar may bring a lawsuit against you in any court of competent jurisdiction solely for injunctive relief to stop any intellectual property infringement without first engaging in arbitration.
- (iv) If the agreement to arbitrate is found to be unenforceable, then you agree that any resulting judicial proceedings will be brought in the federal or state courts of Northern California and by your use of the Services you expressly consent to venue and personal jurisdiction of those courts.

*J. Entire Agreement.*

The Terms, including the Retailer Terms of Service, the Vendor Terms of Service, and the Privacy Policy, are the entire and exclusive agreement between Bazar and you regarding the Services and Content (excluding any separate written agreement with Bazar that is expressly in addition to these Terms), and these Terms supersede and replace any prior agreements between Bazar and you regarding the Services and Content.

*K. Construction.*

The headings in this agreement are inserted for reference only and do not limit the scope, extent, or intent of the agreement or its provisions. As used in this agreement, the words "include" and "including," and variations, are considered to be followed by the words "without limitation."



*L. Contact Information.*

support@shopbazar.com.

*Effective Date: December 27, 2022*